

THIS AGREEMENT is entered into and executed by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City entered into an Interlocal Agreement under County Contract No. C-06-0060 and City Resolution No. A-83763, for the adoption of right-of-way and construction standards for unimproved county roads located within the three-mile zoning jurisdiction of the City of Lincoln classified as rural principal arterial, rural minor arterial, rural major collector and rural minor collector in the Lincoln-Lancaster County Comprehensive Plan; also referred to as RUTS; and

WHEREAS, the County and the City agree that it is mutually beneficial to provide for the design, grading and paving of Alvo Road from North 1st Street through North 14th Street to approximately North 16th Street in a RUTS design and in North 14th Street north and south of Alvo Road. ("Alvo Road Paving Project").

WHEREAS, the County and the City agree that it is mutually beneficial to provide for the design, grading and surfacing of West Alvo Road from the west end of the Tallgrass Parkway roundabout to the west right-of-way line of NW 12th Street including the reconstruction of the NW 12th Street and West Alvo Road intersection ("West Alvo Road Project").

WHEREAS, the County and the City have agreed to share in the costs of said Alvo Road Paving Project and West Alvo Road Project; and

WHEREAS, the County and the City wish to clarify their respective obligations for the division of costs and other matters pertaining to the design, grading and paving of the streets within the Alvo Road Paving Project and the West Alvo Road Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Duration: The duration of this Agreement shall be from the date of execution until the completion of the above described projects. This Agreement may be terminated upon giving sixty (60) days written notice to the other party, so long as the proposed date of termination is prior to the award of bid for the Alvo Road Paving Project. Once the bid has been awarded for the work, this Agreement may only be terminated by the written mutual agreement of the City and the County.

(1-16-08)

FILED
C-08-00591
JAN 24 2008

LANC. COUNTY CLERK

2. **Purpose:** The purpose of this Agreement is to provide for the design, grading and paving of the Alvo Road Paving Project and the design, grading and surfacing of the West Alvo Road Project. The Alvo Road Paving Project and the West Alvo Road Project are located mostly outside of the city limits but within the three mile jurisdiction of the City of Lincoln and entirely within Lancaster County. It is the intention of the City and County to award one contract for the grading and paving of the Alvo Road Paving Project which is expected to be completed by November 1, 2009 or sooner. The West Alvo Road Project is to be completed by December 31, 2010.

3. **Funding:** Project costs that are a part of this Agreement include but are not limited to design engineering by a consultant, acquisition of required right-of-way and temporary construction easements, grading, and paving. Attachment "A" identifies current cost estimates and the responsible party.

4. **Responsibilities:** The responsibilities of the City and County shall be as follows:

A. The County will have the following responsibilities:

- (i) Contract with a consulting firm to accomplish the engineering needed for the design of the Alvo Road Paving Project by March 1, 2008. The design details, including culvert design, eight-foot wide bike trail, grades and profiles and pavement type will be coordinated with the City Engineer.
- (ii) Acquire needed right-of-way and temporary or permanent construction easements for Alvo Road Paving Project in 2008. Any and all right-of-way acquired for this project shall be held in the name of the County for public right-of-way, until annexed by the City.
- (iii) Contract, administer and provide construction observation for the grading and paving of the Alvo Road Paving Project.
- (iv) Stripe all asphalt paving as per pavement marking plan approved by the County and City and perform seeding and erosion control for all disturbed areas.
- (v) Reimburse the City for the amounts paid to the County for the contracted cost of standard 8" thick by 28' wide asphalt paving on Alvo Road including turn lanes at North 1st Street and at North 14th Street from North 1st Street to North 14th Street. The City shall be reimbursed for the total amount of such costs by December 31, 2010.
- (vi) Contract for the grading and surfacing of West Alvo Road. The surfacing may be either asphalt or rock/gravel.

B. The City will have the following responsibilities:

- (i) By June 1, 2008, the City shall pay to the County the total amount of the County's contracted cost for consulting and engineering services needed for the portion of the project concerning Alvo Road from North 14th Street to North 16th Street and for North 14th Street north and south of Alvo Road. The County will bill the City after signing an engineering or consulting contract for said portion of the project.

- (ii) By June 1, 2009, the City shall pay the County for the actual cost to the County of acquiring the needed right-of-way and temporary or permanent construction easements for North 14th Street north and south of Alvo Road and for Alvo Road from North 14th Street to North 16th Street. The County will bill the City after acquisition of said right-of-way is complete.
- (iii) The City shall pay the County, within thirty (30) days of being billed, the total amount of the County's contracted cost of grading and paving Alvo Road from North 14th Street to North 16th Street and grading and paving North 14th Street north and south of Alvo Road. The County will bill the City after signing a construction contract for the grading and paving.
- (iv) The City shall pay the County, within thirty (30) days of being billed, the total amount of the County's contracted cost of paving Alvo Road from North 1st Street to North 14th Street including turn lanes at North 1st Street, North 14th Street, and the school entrance, and the asphalt bike trail. The County will bill the City after awarding a construction contract for said paving. The County shall reimburse the City for the contracted costs for paving as provided in paragraph 4.A.(v) above.
- (v) Obtain design plans and acquire right-of-way for the West Alvo Road Project by July 1, 2008.

5. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City. The City and County shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to its employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The City and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

6. Assignment: Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7. Hold Harmless: Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from

liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8. Administration: The terms and conditions of this Agreement shall be administered by the County Engineer in cooperation with the Director of Public Works and Utilities. This Agreement does not create any separate legal or administrative entity.

9. Cooperation: The Alvo Road Paving Project and the West Alvo Road Project will be designed, managed, and constructed under the supervision of the City Engineer's Office and the County Engineer's Office. The County Engineer's Office will coordinate the design, details, culvert design, grades, and profiles with the City Engineer's Office. The County Engineer and City Engineer shall work together to finalize all design details and standards. In the event a disagreement arises or a compromise cannot be reached, the City Engineer shall have the final decision-making authority in the design, management, and construction of this paving project. Decisions which increase the cost to the County beyond the cost estimates found in Attachment A shall be subject to the approval of the Lancaster County Board of Commissioners.

10. Severability: If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11. Equal Employment Opportunity: Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

13. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED this 29 day of January, 2008, by Lancaster County, Nebraska.

Lancaster County Board of Commissioners

Deb Schorr
Paula Hawmago
Bob Workman
Benjamin
Larry

EXECUTED this _____ day of _____, 2008, by the City of Lincoln, Nebraska.

By: _____
Chris Beutler
Mayor of Lincoln

Approved as to form:
This 29 day of January, 2008.

Kristy Bauer
Deputy County Attorney
for GARY E. LACEY
Lancaster County Attorney

Approved as to form:
This ____ day of _____, 2008.

DANA W. ROPER
City Attorney

1/24/2008

Alvo Road Paving Project
Cost Estimate Breakdown

Project Part	County Portion	City Portion
Engineering for Alvo Rd. Grading Plans between N 1st and N 14th	\$41,000	\$0
Engineering for Alvo Rd. Paving Plans between N 1st and N 14th	\$15,000	\$0
Engineering for Alvo Road between N 14th and N 16th Sts. and N 14th St. North & South of Alvo Road	\$0	\$30,000
Engineering - West Alvo Road	\$0	**
Right of Way Appraisals	\$4,000	\$0
Right of Way - Alvo Road Paving	\$345,000	\$30,000
Right of Way - West Alvo Road	\$0	**
Grading & Culvert between N 1st and N 14th	\$310,000	\$0
Asphalt Paving between N 1st and N 14th	\$450,000	\$0
School Turn Lanes	\$0	\$40,000
Asphalt Bike Trail between N 1st and N 10th	\$0	\$50,000

1/24/2008

Alvo Road Paving Project
Cost Estimate Breakdown

Project Part	County Portion	City Portion
Construction of Alvo Road between N 14th and N 16th Sts. and N 14th North & South of Alvo Road	\$0	**
Construction - West Alvo Road	**	\$0

** To be Determined